

Clear Lake Shores Community Pool
Membership Agreement for the Pool Season starting May 1, 2015 and
ending April 30, 2016.

The following agreement ("Membership Agreement") setting forth the terms and conditions of membership in the Clear Lake Shores Community Pool (the "Pool") is hereby entered into by and between the individuals listed in the attached Application (Page 5) and the City of Clear Lake Shores, Texas (the "City").

Rules and Regulations. I have received a copy of the Fees, Rules, and Regulations for the Clear Lake Shores Community Pool (Pages 2 - 4 of this Agreement). I agree that I and all persons using the Pool through this membership are bound by and will comply with the rules and regulations of the Pool as they may be amended or supplemented from time to time. I understand that the Pool may suspend or terminate this membership at any time for violation of the Rules and Regulations.

Membership. In exchange for the payment of the annual membership fee in the amount indicated on page 2 of this Agreement, I understand that I will have the right to use the Pool facilities in accordance with the terms and conditions contained in this Membership Agreement. I further understand and agree that this membership in the Pool is not transferable. All members using the pool reside at the same address specified in my application. There shall be no proration of the annual membership fees for any reason.

Waiver of Liability. In consideration of the membership rights granted in this Membership Agreement, I hereby accept the Pool's facilities and services "as is" and agree that all use of the Pool's services and facilities is undertaken at my sole risk. I understand that the activities natural to the use of the Pool facilities involve an inherent risk and I hereby understand and agree that the City shall not be liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Pool's services or facilities, whether or not resulting from acts of active or passive negligence on the part of the City, its officers, employees, or agents. Individually, and on behalf of my executors, administrators, successors, heirs and assigns, expressly forever release and discharge the City, their successors, assigns, officers, agenda and employees from all claims, demands, actions or causes of action and all damages related thereto, including any and all claims for attorneys' fees and costs relating to any such injuries or damages. I further understand and agree that the City shall not be responsible for any of my property, or the property of my family or guests, which may be lost or stolen at the Pool facilities.

Agreement. By signing the attached Application Form, I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the City. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Galveston County, Texas.

Clear Lake Shores Community Pool

Fees, Rules and Regulations

DEFINITION OF MEMBERS AND POOL USAGE FEES

The Jarboe Bayou Pool is a “neighborhood” pool and is not available for use by the general public. Its membership is restricted to the following classes of members:

Resident - any person who resides in or owns (or has a beneficial interest of at least 50%) residential property within the City of Clear Lake Shores and its extra-territorial jurisdiction.

Exception: Employees of the City and residents of the Lazy Bend Subdivision are eligible to be Resident Members.

Nonresident - any person who resides outside of the City of Clear Lake Shores.

For purposes of the descriptions above, the term “residential property” shall be limited to detached single-family residential homes or multi-family properties with four (4) or less separate living units. Any person residing in apartments, boats, mobile homes or Recreational Vehicles are not eligible to become members of the Pool under either of the above classes. (Moon Caye owners are accepted per Council action.)

Pool Memberships are valid from May 1 through April 30 and must be renewed each year.

The Membership Fee charged for use of the Pool for the full 12-month regular Pool Season **starting May 1, 2015 and ending April 30, 2016** will be as follows:

Type of Membership	Resident Fee	Nonresident Fee
Adult only (one adult and one significant other)	\$82.00	\$275.00
Family (includes parents and any children under 24 years of age <u>living at home</u>)	\$135.00	\$330.00
Additional Guest Pass Books (One book of ten passes; each pass is good for one use of the Pool by one person)	\$18.00	\$27.00
Individual Guest Pass (Each pass is good for one use of the Pool by one person)	\$2.00	\$3.00
Replacement Pool Tags	\$10.00 each tag	

NOTE: For Family Memberships, only children, stepchildren and grandchildren (under 24) of the Primary Pool Member who **reside** at the Primary Pool Member’s qualifying residence are eligible to be included or adult children temporarily away at college. Any person (age of 24 or over) will require a separate adult membership. Non-resident grandchildren, nieces, nephews, cousins, etc. are considered “guests” (over the age of five (5) years) and Guest Passes must be used. In addition, both Resident and Nonresident Members **must accompany** their Guest(s) when using the Pool. Guest Passes must be surrendered to a lifeguard when using the Pool. Guest Passes expire on the same date as the membership expires, which is April 30th annually.

POOL HOURS

The Pool will be open for the entire year. Hours are as follows:

1. **Normal Pool Operating Hours** will be from 10 a.m. to 8 p.m. on Tuesday through Saturday, and 12 p.m. to 8 p.m. on Sunday.
 - a. From Memorial Day through Labor Day, at least two Lifeguards shall be on duty during Normal Pool Operating Hours.
 - b. **A parent or legal guardian must be present and must supervise children 12 years old and younger even when lifeguards are on duty.**
 - c. Pool may be closed to members during water aerobics classes for up to 1 hour no more than twice weekly.
2. **Extended Pool Operating Hours** will be from 5 a.m. to 11 p.m. on Tuesday through Thursday, with the last hour being designated as **Adult Swim**, and from 5 a.m. to 12 a.m. on Friday through Sunday, with the last 2 hours being designated as **Adult Swim**. **Adult Swim** is defined as a designated period when only persons 18 years or older are allowed in the pool area and pool. The pool is considered to be CLOSED between the hours of 11:00 p.m. and 5:00 a.m. except on Friday-Sunday, the pool is CLOSED between Midnight to 5:00 a.m.

The pool schedule is also summarized in the table below:

	Open to All	Adult Swim (18 years or older only)	Lifeguards on Duty (Memorial Day through Labor Day only)
Monday	***CLOSED FOR MAINTENANCE***		
Tuesday - Thursday	5 a.m. – 10 p.m.	10 p.m. – 11 p.m.	10 a.m. – 8 p.m.
Friday - Saturday	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	10 a.m. – 8 p.m.
Sunday	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	12 noon – 8 p.m.

3. The city reserves the right to restrict use of the pool for certain groups of citizens for aquatic activities such as water aerobics or swimming lessons.

GENERAL POOL RULES

1. Outside of Normal Pool Operating Hours and whenever Lifeguards are not present, the Pool may only be used subject to the following conditions:
 - a. Children between the ages of 12 and 18 must be supervised by two persons who are at least 21 years of age, both of whom can swim.
 - b. **No person of any age may swim unsupervised. Persons age 18 or older may swim but only if at least one other adult, who can swim, is present.**
 - c. **All persons under the age 12 must be accompanied by a parent or guardian.**

As shown in the table above, the Pool will be closed all day on Mondays for maintenance.

2. All members and guests must have in their possession a “pool tag” or surrender a Guest Pass to a lifeguard in order to enter the pool area and use the pool.
3. All swimmers must wear suitable bathing suits in the pool. Cutoffs and street clothes are not permitted. Children who are not yet toilet trained must use approved swim diapers. .
4. Anyone with infectious or contagious disease, open sores/wounds, a fever over 99 degrees or an infectious condition must not enter the water or restrooms.
5. Excessively loud music and other noises are prohibited. (nothing that can be heard more than 100 feet away)
6. **Glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. NO EXCEPTIONS!**
7. Excessive drinking of alcohol and/or public intoxication will not be permitted and will result in eviction from the pool grounds and possible suspension of season membership.
8. No cooking or food preparation is allowed in the fenced in pool area. (Health Department Regulations)

NOTE: Texas State Health Regulations prohibit food and/or beverages in the pool itself.

9. The fenced in pool area is a smoke-free environment.
10. Running, pushing and other horseplay is prohibited.
11. Bicycles, scooters, roller blades, skateboards, or roller skates are not permitted inside the fenced in pool area.
12. **No diving or jumping in** is permitted from any area of the pool.
13. No pets are allowed inside the fenced in pool area.
14. No derogatory, disrespectful, profane, or prejudicial language will be tolerated.
15. No guns, knives, or weapons of any kind are permitted within the fenced in pool area.
16. No more than 10 pool passes may be purchased at a time. No more than 5 guest per member may be present in the pool premises at one time.

When on duty, the lifeguards and their manager are in charge of the pool. All swimmers must show them respect and promptly comply with their directions for the safety of all concerned. The lifeguards, managers and the City have the authority to take necessary action to enforce all these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the Pool Committee or referral of individuals to the appropriate law enforcement agency.

Clear Lake Shores Community Pool

Membership Agreement Instructions

Applicant

1. Read the Agreement. Make sure you and everyone in your household understand the pool rules. Each Member is responsible for the actions of themselves, their children and guest.
2. Complete the Application Form. **Clearly print all information except for bottom signature block.**
 - a. Do not enter Tag or Gate Numbers, as these will be assigned by the City.
 - b. Determine the “Type of Membership” that applies to you using the following information as a guide, and check the appropriate box on the Membership Agreement:

Resident – or Non Resident as defined on page 2.

- c. List all Pool Members in household, including Primary Pool Member. Provide information shown for each. For Family Memberships, only children, stepchildren, and grandchildren of the Primary Pool Member who reside at the Primary Pool Member’s qualifying residence are eligible to be included. Grandchildren, nieces, nephews, cousins, etc. (over the age of 5) who are not residing with the member are considered “guests” and Guest Passes must be used.
 - d. Enter the number of Guest Passes you wish to purchase. (limit 10 passes at a time) .
3. The head of the household or spouse must sign the application form.
4. Guest passes are non transferable and non-refundable.

Clear Lake Shores Community Pool
Membership Agreement - Application Form
For The Pool Season Starting May 1, 2015 and Ending April 30, 2016

Member No. _____ Gate No. _____

Type of Membership
(Check One)

<u>Resident</u>		<u>Nonresident</u>	
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Contact
Information
(Please Print)

Name	
Address	
Telephone Number	
Cell Phone Number	
Email Address	

Pool
Members
(Please Print-
ALL MEMBERS)

Name	Age	Birthday	Pool Tag #
1.			
2.			
3.			
4.			
5.			
6.			
# Extra Guest Passes Purchased \$2.00 each resident \$3.00 each non-resident		Membership Fee	\$

The undersigned agree that all members listed above will abide by the terms of this agreement, including all Pool Rules and Regulations.	Date
Signature of Head of Family:	
Accepted By (used by City):	Amount Received